



# WAIVER

## **Acknowledgment of Risks, Assumption of Risk and Responsibility, and Release of Liability**

Muir Valley is open for noncommercial recreational outdoor activities, such as hiking, nature study, earth caching, bird watching, etc. Access to Muir Valley for the purpose of rock climbing is limited to those individuals who are competent rock climbers or under the guidance and control of a competent rock climbing instructor.

## **Terms and Conditions**

In consideration of being allowed to enter Muir Valley for the purpose of outdoor recreation, I hereby acknowledge, appreciate, and agree that:

- 1) The risk of injury from rock climbing is significant, including the potential for death, permanent paralysis, or other injury, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I confirm that I am physically and mentally capable of rock climbing, that I have attained the age of 18 years and, if applicable, I am the parent or legal guardian of minors accompanying me or have submitted waivers signed by the parents or legal guardians of other minors accompanying me. I hereby knowingly and freely assume all risks associated with rock climbing and any and all other risks associated with my entry upon the lands of Muir Valley, whether hidden, open, obvious or otherwise, both known and unknown to me, even if such risks arise from the negligence, reckless, wanton or intentional acts of myself or others, equipment failure or forces of nature, and I assume full responsibility for my participation and for any minor children for whom I am responsible, and any expense as a result of my negligence or the negligence of others; and,
- 3) I willingly agree to read, understand, and comply with the posted Warnings and Rules of Muir Valley. If I am involved in an accident involving injury requiring medical attention or observe any unusual hazard during my visit to Muir Valley, I agree to bring such accident or hazard to the attention of the owners of Muir Valley, Friends of Muir Valley, Inc (FOMV), immediately by contacting an FOMV representative, by using one of the emergency radios located throughout Muir Valley, or at FOMV.ad@gmail.com, or 513-309-2895, and to take whatever action is reasonably necessary to protect myself and other persons; and,
- 4) I understand and agree that all artificial installations typically used in rock climbing, including, but not limited to, rock anchors, glue-in bolts, bolted hangers, chains, cables, quicklinks, Permadraws, quickdraws, and carabiners, found on the property have been placed by many individuals, including the owners of the property, for their convenience, and that my use of any of these installations is undertaken solely at my risk and discretion; and,
- 5) I, for myself and any minors accompanying me for whom I am the parent or legal guardian, and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, indemnify, defend, and hold harmless Friends of Muir Valley, Inc; Richard H & Elizabeth S Weber, former owners of Muir Valley; and, if existing, each of the foregoing entities' board of directors, officers, employees, officials, agents, members, and volunteers; other participants; sponsoring agencies; sponsors or advertisers; and, if applicable, owners and leasers of premises used for the activity ("Releasees") with respect to any and all injury, illness, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law; and,

6) I agree that if any legal proceeding is instituted by myself or my heirs, assigns, personal representatives, or next of kin, then venue shall be proper only in the Fayette County Circuit Court, Lexington, Kentucky, and that this Agreement shall be construed and interpreted under the laws of the Commonwealth of Kentucky; and,

7) I have read and understood the foregoing agreement: Acknowledgment of Risks, Assumption of Risk and Responsibility, and Release of Liability. I understand that by signing the Muir Valley Waiver form on this website, I have given up substantial legal rights, and sign it freely and voluntarily without inducement.

**First Name:**

**Middle Initial:**

**Last Name:**

**Suffix:**

**Birth date:**

**Address:**

**Phone Number:**

**Email:**

**Your Signature:**

**Enter Text as Shown:**

**I don't wish to receive Muir Valley newsletter emails.**